



County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

August 12, 2008

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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

DEPARTMENT OF CORONER: APPROVE A MASTER AGREEMENT FOR AS-NEEDED PHYSICIAN SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Department of Coroner (Department) is requesting Board approval to solicit and enter into agreements with qualified forensic pathology physicians to perform autopsies and other medical examiner related functions on a part-time and intermittent basis. Board approval will enable the Department to have readily available a pool of qualified physicians to perform services including, but not limited to: autopsies, preparation of medical reports, conduct court and deposition testimony on an as-needed basis.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of the Department of Coroner and Chief Medical Examiner-Coroner to execute As-Needed Physician Services Master Agreement, substantially similar to Exhibit I, for an estimated fiscal year cost of \$100,000 to be financed through the departmental budget, effective on the date of execution through June 30, 2009, with the option to extend the Agreement for up to four (4) additional one-year periods, for a maximum term of five (5) years, expiring no later than June 30, 2013.
2. Delegate authority to the Director, Department of Coroner and Chief Medical Examiner-Coroner to execute master agreements, substantially similar to Exhibit I, with new, qualified forensic pathology physician with a term effective upon the date of execution through June 30, 2009, with the option to extend for up to four (4) one-year periods, expiring no later than June 30, 2013, and execute applicable administrative amendments.

"To Enrich Lives Through Effective And Caring Service"

*Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only*

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In approving the recommended actions, the Board is enabling the Director, Department of Coroner and the Chief Medical Examiner-Coroner to execute agreements with qualified forensic pathologists on an as-needed basis to perform autopsies and other related functions as part of processing Department cases. The As-Needed Physician Services Master Agreement, substantially similar to Exhibit I, satisfies traditional Civil Service exceptions permitting Agreements which are exempt under the provisions of Proposition A under County Code Section 2.121.250(B)(4).

Moreover, the recommended actions will provide the Coroner with a method of ensuring availability of hard-to-recruit and critically needed forensic pathologists on an as-needed basis, to carry out the Department's primary mission of performing post-mortem examinations/autopsies to investigate and determine the cause and manner of death.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan Goal 1: Service Excellence - Provide the Public with easy access to quality services that are both beneficial and responsive; Goal 3: Organizational Effectiveness - Ensure that service delivery systems are efficient, effective and goal oriented; and Goal 4: Fiscal Responsibility - Strengthen the County's fiscal capacity.

FISCAL IMPACT/FINANCING

The estimated yearly cost for Physician Services is \$100,000. The funds are available in the departmental budget and will be encumbered annually during each fiscal year for the duration of the agreement and renewal year(s), if renewal options are exercised.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code Section 27491 the Coroner is charged with inquiring into and determining the circumstances, manner, and cause of all violent, sudden, unattended or unusual deaths. The Coroner has the discretion to determine the extent of the inquiry into any death falling within his jurisdiction.

The Department has determined that this Agreement, substantially similar to Exhibit I, is exempt from Proposition A requirements under County Code Section 2.121.250(B)(4), in that, these services are needed on a part-time and intermittent basis. Contractors will work only on an as-needed basis.

The agreement is in compliance with County contracting policies and procedures, as set forth by your Board.

CONTRACTING PROCESS

The Department will solicit recruitment of qualified physicians through a Request for Statement of Qualifications to establish a pool of forensic pathologists to perform work on an as-needed basis.

The Department will be responsible for negotiating rates with contractors, not to exceed the Departments budgeted amount for Physician Services, as appropriate, and shall screen all interested physicians to ensure that they are qualified to perform the required services.

The Department will execute agreements with qualified Physicians, as determined by the Department of Coroner, similar to Exhibit I, which are exempt under the Proposition A, and satisfy traditional exceptions to the Civil Service requirements, on an as-needed basis.

Exhibit I has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will ensure continued critical services as part of the Department's inquest to determine the cause and manner of death.

When approved, the Executive Office, Board of Supervisors is requested to return one signed copy of the approved Board letter and two (2) signed copies to the Department of Coroner, Elizabeth Seung, Contracts Manager

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:RDC
ATH:LS:yjf

c: Executive Officer, Board of Supervisors
County Counsel

AGREEMENT NO: _____



MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF CORONER
AND

FOR
FOR PART-TIME / INTERMITTENT PHYSICIAN
FORENSIC PATHOLOGIST SERVICES

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**PART-TIME / INTERMITTENT PHYSICIAN
FORENSIC PATHOLOGIST SERVICES**

AGREEMENT

RECITALS

THIS AGREEMENT is made and entered into this _____ day
of _____, 20_____.

BY AND BETWEEN

COUNTY OF LOS ANGELES,
Hereinafter referred to
As "County"

And:

insert name here
Hereinafter referred to
As "Contractor"

THIS AGREEMENT between the County and _____
_____, is to provide forensic autopsy
services required of the County's Chief Medical Examiner-Coroner (Hereinafter
"Coroner") who conducts medico-legal investigations in certain deaths.

WHEREAS, the Coroner has a need to provide autopsy services pursuant
to Government Code Section 27471;

WHEREAS, the County has determined that the forensic autopsy services
to be provided hereunder are needed only on a part-time or intermittent basis;

WHEREAS, in accordance with the provision of part-time or intermittent
services, it is the intent of the parties that the services provided pursuant to this
Agreement shall be used only to address unanticipated, critical staffing
shortages, peak workloads, unexpected emergencies, vacation coverage or

service needs that are sporadic or unpredictable in nature such that they do not give rise to the need for a full-time physician;

WHEREAS, the Coroner has found that the Contractor has the ability based upon previous experience and has met the qualifications to provide autopsy services required; and

WHEREAS, the Coroner has selected the Contractor who has proposed and desires to provide autopsy services to the Coroner;

WHEREAS, Contractor either is (if not incorporated), or has (if incorporated) as its principal officer, a physician duly licensed and certified under the laws of the State of California to engage in the practice of medicine;

WHEREAS, County is authorized by California Government Code Section 26227 and 31000, and by Los Angeles County Code section 2.121.250(B)(4) to contract for the part-time or intermittent forensic autopsy services described hereunder.

NOW, THEREFORE, in consideration of the material covenants herein contained and for valuable consideration, the parties hereto agree as follows:

1. APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I and J are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- Exhibit A - Statement of Work
- Exhibit B - Schedule of Fees
- Exhibit C- County's Administration
- Exhibit D - Contractor's Administration
- Exhibit E - Safely Surrendered Baby Law
- Exhibit F - Jury Service Ordinance
- Exhibit G - Sample Work Order Forms
- Exhibit H - Forms Required Before Work Begins
- Exhibit I - Subsequent Work Orders
- Exhibit J - Contractor's EEO Certification

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Agreements, written and oral and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Paragraph 16 – Amendments and signed by both parties.

2. TERM AND TERMINATION

A. The term of this Agreement shall commence on the date of its execution by County's Director and Chief Medical Examiner-Coroner, Department of Coroner, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2009. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.

B. County shall have the option to extend the term for up to four (4) additional one-year periods, for a maximum total Agreement term of five (5) years. Each such option year shall be exercised individually by the Director, Department of Coroner.

C. Notwithstanding any other provision of this Agreement, Director may find Contractor out of compliance with this Agreement and immediately terminate this Agreement if Contractor has demonstrated a substandard work quality, or a consistent failure to adhere to Department of Coroner's policies, procedures, and contractual requirements, as outlined in this Agreement and in the Department of Coroner's policy manuals.

D. County, through Director, may suspend or terminate this Agreement immediately if Contractor's license to practice medicine is suspended or revoked by the State of California (Medical Board of California).

E.. County's failure to exercise any right of termination under this Paragraph shall not constitute waiver of such right and the same may be exercised at any subsequent time.

F. In conjunction with any suspension or termination of Agreement by County, Contractor understands and acknowledges that he/she shall have no right to any County administrative hearing or other County due process right under the Department of Coroner's bylaws or other County administrative forum to challenge or appeal such suspension or termination.

3. DESCRIPTION OF SERVICES

Contractor shall provide forth forensic autopsy services as set forth in Exhibit "A", Statement of Work, attached hereto and incorporated by reference. Contractor shall be under the administrative and professional direction of the Director, Department of Coroner and Chief Medical Examiner-Coroner, or designee. Contractor shall only work part-time or intermittently as required by the Department of Coroner only to fulfill service needs that arise as a result of unanticipated or critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or a sporadic or unpredictable need that does not give rise to the need for a full-time physician.

Contractor shall be appropriately licensed by the State of California. Prior to the effective date of this Agreement, Contractor shall provide County with a

copy of all current licenses, credentials, or certifications required by law for the provision of services hereunder.

Contractor shall continuously have and maintain board verification or board eligibility in her/his specialty (ies) for which he or she has contracted to provide hereunder.

Contractor shall meet the credentialing requirements set forth herein prior to providing services under this Agreement.

4. INDEPENDENT CONTRACTOR STATUS

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees or agents of one party shall not be, or be construed to be, the employee or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to himself or herself, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State and local taxes, or other compensation or benefits to Contractor or any employees provided by Contractor.

C. Contractor understands and agrees that Contractor and all persons furnishing services to County on behalf of Contractor pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to Contractor any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

5. MAXIMUM OBLIGATION OF COUNTY

A. Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily

performed Work Orders. In each year of this Agreement, the total of all amounts actually expended by County hereunder ("maximum obligation") may not exceed amounts allocated to the Department of Coroner by the County Board of Supervisors in its approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts.

B. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the Director's express prior written approval.

C. No Payment for Services Provided Following Expiration/
Termination of this Agreement.

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify Director and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

D. Maximum Sum

During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed

_____ (\$ _____)

E. Invoices and Payments

For providing the tasks, deliverables, services, and other work authorized pursuant to this Agreement, Contractor shall invoice County in arrears for each Work Order monthly: (1) on a fixed price per case (per deliverable) basis as set forth in *Exhibit B, Schedule of Fees*, Payment for all work shall be on either a fixed per case (per deliverable), subject to the Total Maximum Amount specified in each Work Order less any amounts assessed as set forth herein.

- County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- All work performed by, and all invoices submitted by Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Project Director, who shall be responsible for evaluating all work performed by Contractor before approval of work and/or payment of invoices is permitted.
- Contractor shall bill County monthly, in arrears, in accordance with the rates set forth in *Exhibit B, Schedule of Fees*. Each invoice submitted by Contractor shall specify:
 - The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.
 - County numbers of the Work Order and Contractor's Agreement;
 - Period of performance of work being invoiced;
 - Coroner Case Number(s);

- Type of work performed (i.e., Class A or B autopsy (include description of service i.e., homicide or non-homicide);
- Individual amount being billed (Per Case Fee; and the total amount of the invoice; and total amount of the invoice.
- Invoices under this Agreement shall be submitted to the following address:

County of Los Angeles
Department of Coroner
Attn: Accounting Section
1104 N. Mission Road
Los Angeles, CA 90033

Upon receipt of a complete and correct invoice, County shall pay Contractor within thirty (30) calendar days. Incorrect and/or discrepant billings, as determined by the County, will be returned to Contractor for correction before payment is made.

6. ADMINISTRATION OF AGREEMENT - COUNTY

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit C*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

A. Department of Coroner, Director

The Director has the authority to negotiate, recommend all changes to this Agreement, and resolve disputes between the Department of Coroner and Contractor.

B. County's Project Director

The County's Project Director, or designee, shall be the authority for County on administrative and operational matters relating to this Agreement that cannot be resolved by the County Project Manager.

C. County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Agreement. The Project Manager shall prepare and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

D. The responsibilities of the Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor assigned to the Work Order, and for ensuring that this Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- acceptance of tasks, deliverables, goods, and services as required herein for payment to Contractor.
- County's Project Manager is not authorized to make any changes in Work Order rates, dollar totals or periods of performance, or in the terms and conditions of this Agreement, except through formally prepared Amendments, Paragraph 16.

7. ADMINISTRATION OF AGREEMENT - CONTRACTOR

A. Contractor's Project Manager

Contractor's Project Manager is designated in *Exhibit D*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

B. Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager on a regular basis with respect to all active Work Orders.

C. Contractor's Authorized Official(s)

Contractor's Authorized Official(s) are designated in *Exhibit D*. Contractor shall promptly notify County in writing of any change in the name(s) or address (es) of Contractor's Authorized Official(s).

D. Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor.

E. Contractor's Staff Identification

All Contractor's assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times.

F. Background and Security Investigations

All Contractor's performing work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. At any time, prior to and during the term of this Agreement, County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting, verify status of licenses, medical clearance(s) (in accordance with Title 22, California Code of Regulations requirements), credentials, certifications, claims history, and query the National Data Bank and the State Medical Board. If the Contractor does not pass the background clearance investigation, the County may request that the Contractor be immediately removed from working on the County Agreement at any time during the term of the Agreement. County will not provide to Contractor any information

obtained through the County's background clearance investigation. County may immediately, at the sole discretion of the County, deny or terminate facility access to Contractor that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access. In the event the County inadvertently utilizes Contractor's services absent the appropriate licenses, credential, or certifications, County shall have no obligation for payment to Contractor of any money or reimbursement, of any kind whatsoever.

G. Confidentiality

The Contractor shall maintain the confidentiality of all records obtained from the County under this Master Agreement in accordance with all applicable Federal, State or local laws, ordinances, regulations and Department of Coroner directives and policies relating to confidentiality. The Contractor shall comply with all confidentiality provisions of this Agreement. The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", within Exhibit H.

8. COUNTY PROFESSIONAL LIABILITY INDEMNIFICATION

A. County shall indemnify, defend and save harmless Contractor from liability, expense, and claims for damages resulting from or related to a medical incident arising out of the provision of contract services hereunder. For purposes of this Agreement, a medical incident shall mean any act or omission in the rendering of, or failure to render, medical and forensic autopsy services to County Department of Coroner autopsy cases by Contractor, at the Department of Coroner, in the performance of Contractor's professional obligations under this Agreement.

B. County's indemnification of Contractor hereunder shall only apply to payments of settlements, judgments, and awards to third parties, including legal defense expenses. County's indemnification of Contractor

hereunder shall further only arise if Contractor's liability is based upon an autopsy of a decedent that is under the jurisdiction of the County's Chief Medical Examiner-Coroner, and the decedent (autopsy case), at the time of the medical incident, was assigned via a valid Work Order to the Contractor. To the extent that the County is obligated to provide an indemnification program hereunder, County will also provide claims administration and legal defense on behalf of Contractor.

C. Contractor shall give prompt telephonic notice (within 24 hours) to Department of Coroner's Project Manager of any incident, action, or claim to which this indemnification may apply and shall fully cooperate with County and its claims representatives, in any defense, settlement, or other disposition of such incident, action, or claim. Such telephonic notice shall be immediately followed by written notice to the Department of Coroner's Project Manager and Director. Such written notice shall include all of the Coroner Case Numbers and a description of the medical incident(s).

D. County reserves the right to investigate any incident, action, or claim. In such event, Contractor shall allow County representatives access to the medical records and any and all reports, notes, documents, including but not limited to all photographs and/or X-rays, and writings pertaining to the services provided to any decedent involved in such incident, action, or claim. County's agents, as designated by Director, will consult with Contractor regarding the disposition of any action or claim hereunder. However, County reserves the right to determine the final disposition of any action or claim. In the event Contractor does not agree with County's agents in any defense, settlement, or other disposition of such action or claim, Contractor may pursue defense, settlement, or other disposition of such action or claim independently and County's indemnification obligation with respect to such action or claim shall immediately terminate. In such event, County shall have no financial obligation to or on behalf of Contractor for any liability, expenses,

including legal defense fees and expenses, or payments of settlements, judgments, awards, or damages arising out of the medical incident.

E. County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor where Contractor failed to provide County with prompt telephonic and written notice of such incident, action or claim, as specified above, or if Contractor has failed to fully and reasonably cooperate with County and its agents in the defense, settlement, or other disposition of such incident, action, or claim. Moreover, this indemnification shall not cover Contractor's damages or expenses arising out of Contractor's willful or criminal misconduct, nor shall it cover any award of punitive damages.

F. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement for actions or claims against County and/or Contractor.

9. COUNTY GENERAL LIABILITY INDEMNIFICATION:

As part of County's consideration under this Agreement, County shall indemnify, defend, and save harmless Contractor from general liability, expense, and claims for damages of third parties resulting from or directly related to the provision of services at the Department of Coroner under this Agreement, except that this indemnification shall not extend to Contractor's willful or criminal misconduct or to any Contractor action which results in the imposition of punitive damages. Nor shall this indemnification cover claims or action against Contractor arising from Contractor's or his or her employees' negligent use of an automobile or other motor vehicle. Contractor agrees that Coroner shall not be responsible or liable for claims against Contractor by decedent's legal representatives, other than those covered specifically by this Agreement.

10. GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Agreement, the Contractor shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

10.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to: County of Los Angeles

Department of Coroner

1104 N. Mission Road

Los Angeles, CA 90033

Attn: Contracts Section

prior to commencing services under this Master Agreement. Such certificates or other evidence shall:

- Specifically identify this Master Agreement;
- Clearly evidence all coverages required in this Master Agreement;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Master Agreement; and
- Identify any deductibles or self-insured retentions for

the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

10.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

10.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Master Agreement upon which the County may immediately terminate or suspend this Master Agreement. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

10.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Agreement which involves injury or property

damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Agreement.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Master Agreement.

10.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Master Agreement, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

10.6 INSURANCE COVERAGE REQUIREMENTS FOR AUTOMOBILE LIABILITY written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

11. CONTRACTOR INDEMNIFICATION:

With the exception of the professional liability indemnification and the general liability indemnification, as stated above, Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

12. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without prior written consent of Director. Any assignment or delegation which does not have such prior Director consent shall be null and void.

13. PROHIBITION AGAINST SUBCONTRACTING:

Contractor shall not subcontract any of its duties under this Agreement. Any subcontract shall be null and void.

14. SUPPLIES

The Coroner shall furnish to Contractor the physical facilities and supplies including but not limited to protective clothing and breathing apparatus, as the Coroner deems necessary and consistent with Department of Coroner policy to perform the autopsies covered by this Agreement.

15. PARKING SPACE

When providing services hereunder at the Department of Coroner, parking for Contractor's vehicle will be made available by Director to Contractor.

16. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, return receipt requested, addressed to the parties as identified in *Exhibits C, County's Administration and D, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director, Department of Coroner or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

17. AMENDMENTS

The County reserves the right to change any portion of the work required under this Agreement, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- A. The Director, Department of Coroner or his designee may, at his sole discretion, authorize changes which do not materially affect the scope of work, period of performance, payments or any other term or condition included under this Agreement, an amendment shall be prepared and signed by the Director, Department of Coroner or his designee and Contractor.
- B. For any revision, which materially affects the scope of work, period of performance, payments, or any term and condition included in this Agreement, a negotiated amendment to this Agreement shall be executed by the Los Angeles County Board of Supervisors and Contractor.
- C. As used herein, the term "materially" is defined as being a change of more than (25%) of the Agreement maximum obligation, a change of more than ninety (90) days to any period of performance or a change in the work required which in the sole discretion of the Director, Department of Coroner warrants execution by the Board of Supervisors.

18. AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Agreement for the Contractor is the Contractor or an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

19. BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

20. COMPLAINTS

A. The Contractor shall investigate all verbal and written complaints submitted by County. Contractor shall notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

B. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

C. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

21. COMPLIANCE WITH APPLICABLE LAW

A. The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated by reference.

B. The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

22. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with *Exhibit J - Contractor's EEO Certification*.

23. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit F*, and incorporated by reference into and made part of this Agreement.

B. Written Employee Jury Service Policy

Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

C. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

D. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status"

from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Contractor's violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

24. CONFLICT OF INTEREST

A. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor

hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 23 shall be a material breach of this Agreement.

25. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

C. Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to

perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the

proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of

debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

26. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

27. Notice to Employees Regarding the SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, if any, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit E* of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

28. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through a Purchase Order or Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

29. COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

30. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

A. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

31. EMPLOYMENT ELIGIBILITY VERIFICATION

A. The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in FEDERAL and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other

documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

32. FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

33. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

34. LIQUIDATED DAMAGES

A. If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

B. If the Director determines that there are deficiencies in the performance of this Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

- (1) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (2) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is two hundred and fifty dollars (\$250) per day per infraction and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(3) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

C. The action noted in Sub-paragraph 34.B shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

D. This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in Sub-paragraph 34.B, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

35. MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to the County.

36. NONDISCRIMINATION AND AFFIRMATIVE ACTION

A. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. The Contractor shall certify to, and comply with, the provisions of *Exhibit J - Contractor's EEO Certification*.

C. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

D. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

E. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

F. The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 36 when so requested by the County.

G. If the County finds that any provisions of this Paragraph 36 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine

independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

H. The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

37. NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict Department from acquiring similar, like, or equal goods and/or services from other physicians or entities.

38. NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

39. NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County Project Manager or County Project Director is

not able to resolve the dispute, the Director, Department of Coroner or designee shall resolve it.

40. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, if any, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.31 8.32

41. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

42. PUBLIC RECORDS ACT

A. Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 44 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of

any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

43. PUBLICITY

A. The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

B. The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 43 shall apply.

44. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

A. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

B. In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

C. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

D. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

45. RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

46. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 27 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this

Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Paragraph 48 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

47. TERMINATION FOR CONVENIENCE

A. Director may terminate this Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the Director, in his sole discretion, to be in the Department of Coroner's best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

B. After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under the Work Order or under this Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

C. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement or Work Order shall be maintained by the Contractor in accordance with Paragraph 44, Record Retention & Inspection/Audit Settlement.

48. TERMINATION FOR DEFAULT

A. The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

B. In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 48.A, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.

C. Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 48.B if its failure to perform this Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of

the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 48.C, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

D. If, after the County has given notice of termination under the provisions of this Sub-paragraph 48.A it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 48.A, or that the default was excusable under the provisions of Sub-paragraph 48.C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 47 - Termination for Convenience.

E. The rights and remedies of the County provided in this Paragraph 48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

49. TERMINATION FOR IMPROPER CONSIDERATION

A. The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of

this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

B. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

C. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

50. TERMINATION FOR INSOLVENCY

A. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

B. The rights and remedies of the County provided in this Subparagraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

51. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

52. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

53. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

54. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 54 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

55. WARRANTY AGAINST CONTINGENT FEES

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the Director, Department of Coroner and Chief Medical Examiner-Coroner and approved by County Counsel, and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, this ____ day of _____, 20_____.

COUNTY OF LOS ANGELES

By _____
Anthony T. Hernandez
Director, Department of Coroner

By _____
Lakshmanan Sathyavagiswaran
Chief Medical Examiner-Coroner

CONTRACTOR

By _____
Signature

Print

Title

APPROVED AS TO FORM:

By _____
Senior Deputy County Counsel